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(2) receipt by Lessor of a survey of the substitute Property, duly certified as an accurate survey as of a date not more than 30 days prior to the conveyance date by a licensed surveyor acceptable to Lessor and Mortgagee, and showing exact dimensions of the substitute Property and no material encroachments, rights of way or easements on said Property or any material encroachments by the buildings or other improvements included in said Property on adjoining property, and showing no other state of facts that would render the title to said Property unmarketable;

(3) receipt by Lessor of a policy of title insurance insuring the interest under the Mortgage of the Mortgagees as the holders of a valid and enforceable first lien on the substitute Property in the full amount of the Purchase Price of the abandoned Property determined pursuant to Section 6.4 as of the date of conveyance or, if the date of conveyance shall not be an Installment Date, as of the next preceding Installment Date, issued by a recognized and responsible title company (licensed in the State in which the substitute Property is located) satisfactory to Lessor and Mortgagee;

(4) receipt by Lessor of a warranty deed to the substitute Property with no exceptions other than Permitted Encumbrances;

(5) execution and delivery by Lessee and Lessor of a supplemental lease subjecting the substitute Property to this Lease and releasing the abandoned Property from this Lease;

(6) Lessor and Mortgagee shall have entered into a supplemental mortgage and such other instruments as may be required by the Mortgage, subjecting the substitute Property to, and releasing the abandoned Property from, the lien of the Mortgage and the Assignment;

(7) Lessor, Lessee and Mortgagee shall have executed and delivered a supplement to the Assignment and such other documents as are specified in the Opinion of Counsel provided for in clause (12) below to make effective the Assignment as to the Lease, as amended by the supplemental lease provided for in clause (5) above;

(8) receipt by Lessor of a certificate of occupancy or similar certificate relating to the improvements located on the substitute Property, if any such certificate is required;

(9) receipt by Lessor of an Officers' Certificate, dated the date of conveyance, to the effect that there exists no condition or event which at such time, or after notice or lapse of time or both, would constitute a default under this Lease, the Ground Leases, the Genesco Agreement or the Assignment;

(10) delivery by Lessor to Lessee of a deed sufficient to convey title to the abandoned Property to be purchased, subject to all liens, encumbrances, charges, claims, exceptions and restrictions attaching thereto at the date of conveyance (whether or not attaching thereto at the date of this Lease), but free of the lien of the Mortgage, Lessee to acknowledge to Lessor by a document satisfactory in form and substance to Lessor and Mortgagee that Lessor is to have no liability with respect to title, condition or any other matter arising out of or affecting such Property;

(11) Lessee shall have paid all charges incident to the purchase, conveyance, release, supplemental lease, supplemental mortgage and other transactions contemplated hereby, including, without limitation, escrow fees, appraisal and counsel fees and expenses, recording fees, documentary stamps, costs, title insurance costs, surveys, and all applicable federal, state and local taxes and all fees and expenses (including counsel fees and expenses) of Lessee, Lessor and Mortgagee;

(12) receipt by Lessor of an Opinion of Counsel for Lessee, dated the date of the conveyance, as to the continued existence and good standing of the Lessee and its authority to lease real property; and to the effect that Lessee has fulfilled all of the requirements of this Lease which must be fulfilled by Lessee in connection with such abandonment and substitution, that the supplemental lease referred to in clause (5) above has been duly executed and delivered, pursuant to due authorization, by Lessee, that the Lease as amended by said supplemental lease is a valid and binding obligation of Lessee legally enforceable against Lessee in accordance with its terms and, that with such supplement to the Assignment or other documents as are specified in said opinion (unless stated therein that none is necessary) the Assignment constitutes a valid present assignment, as security for the Notes under the Mortgage, of Lessor's right to receive the rents and other sums payable to Lessor under the Lease, as amended by the supplemental lease referred to in clause (5)